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Collective Bargaining Agreements

5-1-1939

Retail Merchants Association and Retail Clerks International Protective Association, Local 575 (1939)

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Retail Merchants Association and Retail Clerks International Protective Association, Local 575 (1939)

Location

Centralia, IL

Effective Date

5-1-1939

Expiration Date

6-30-1940

Number of Workers

350

Employer

Retail Merchants Association

Union

Retail Clerks International Protective Association

Union Local

575

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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WORKING AGREEMENT

Retail Clerks International Protective Association, Local Union No. 575, Centralia, Illinois

THIS AGREEMENT, Made by and between the Retail Clerks International Association, by its agents, Local Union No. 575,

R. C. I. P. A., of Centralia, Illinois, party of the first part, and
Merchant doing business in Centralia, Central City, Wamac, and vicinity, party of the second part.

WITNESSETH: That the party of the first part in consideration of the mutual promises of the parties to this contract, promises and agrees:

Section 1. That it will exercise its influence to advance the interests of the party of the second part as employers of Union Labor and will enhance the interests of their employers by distributing printed matter and visiting various industrial organizations of the city and advising them to patronize said party.

Section 2. That it will loan without cost Store Card No. to party of the second part, who employs one or more full time clerk, who is a member of Local No. 575, R. C. I. P. A. Parties of the second part who do not employ one (1) or more full time clerk shall, to obtain store card, affiliate as a non-active member as per Section 4 of R. C. I. P. A. International Constitution. Party of the second part will be responsible to the amount of One Dollar (\$1.00) for said card in case it is damaged or lost. Said card to be kept in a conspicuous place. This card is and shall remain the property of the party of the first part and must be surrendered by party of the second part upon violation of any of the provisions of this agreement, upon demand of the party of the first part through its Secretary, or Business Agent.

Section 3. The party of the second part in consideration of the mutual promises of the parties to this contract agrees:

Section 4. All employees shall procure a permit card from Secretary of Local Union 575, R. C. I. P. A., before beginning work, provided, however, the employer has procured and considered a list of idle members from Secretary of Local Union 575, R. C. I. P. A.; otherwise no employee will be issued a permit card or considered eligible for membership in the above mentioned local, and such employee or employees shall become members after sixty (60) working days and remain in good standing as long as employed. Said permit card shall be issued and effective for no more than four (4) regular working days per week or more than sixteen (16) days per month on monthly permits. Said employee's seniority shall not take effect as per Section Seventeen (17) until he or she has worked sixty (60) regular working days.

Section 5. The party of the second part agrees not to retain in their employ, after being notified by the President, Secretary or Business Agent of Local Union 575, R. C. I. P. A., any employee who has not procured said permit card and in every way complied with Section Four (4) of this agreement.

Section 6. It is hereby agreed that party of the second part shall procure for consideration a list of idle members of Local Union 575, R. C. I. P. A., for investigation for competent clerks, pursuant to employment. Said list of idle members to be kept at all times by the Secretary of Local Union 575, R. C. I. P. A.

Section 7. That no female employees shall work more than eight (8) hours per day nor more than forty-eight (48) hours per week except periods provided for in State and Federal Laws. That no male employees shall work more than fifty-six (56) hours per week. All clerks, both male and female, shall be paid time and one-half for all over forty-eight (48) hours in any one week. Overtime to be construed as time worked before or after regular store hours. Regular store hours to be as set forth in Section Eight (8) of this agreement.

Section 8. No employee shall begin work before 7:00 a. m. nor work later than 6:30 p. m. on any work day except two weeks prior to Christmas and Saturdays, when the hours will be 7:00 a. m. and 10:00 p. m. except as provided for in Section Seven (7) of this agreement. "Working days" are those in a calendar year other than those listed in Section Ten (10). Party of the first part will not sell, work, help out, or be in place of employment after these hours unless paid time and one-half as stated in Section Seven (7) of this agreement. Party of the second part agrees not to allow party of the first part to work, be in, help out, or otherwise discriminate against Section Eight (8) of this contract except as provided for in Section Seven (7). No one working on permit cards will be permitted to work longer than ten (10) hours in any one day. No clerk will wait on any customers entering the store after 6:00 p. m. except Saturdays and two weeks prior to Christmas when the hour shall be 9:00 p. m. No clerk will be permitted to do any work connected with store outside of store or warehouse after store hours.

Section 9. Party of the second part agrees to allow all employees not less than one hour nor more than one and one-half hours for each regular meal period.

Section 10. Party of the second part shall grant the following holidays without reductions in wages or making up time: Armistice Day, Thanksgiving Day, Christmas Day, New Year's Day, Decoration Day, July 4th, Labor Day and Sunday, and in case store closes through proclamation by any means or request of City, State or Federal Government, employees will not suffer any reduction in wages or make up time and in case of the above named holidays should fall on Sunday it shall be observed on the following day, Monday. Holiday pay for union clerks working part time twenty (20) hours or more will be prorated from amount of hours worked in week which holiday is observed.

Section 11. Party of the second part agrees to pay both male and female clerks each week in lawful United States currency by or before twelve o'clock noon Saturdays. Hours worked after twelve o'clock noon will be paid the following week by or before noon the following Saturday. (A) Party of the second part agrees to pay both male and female clerks not less than Seventeen Dollars and Fifty-one Cents (\$17.51) per week. (B) Party of the second part agrees to increase the pay of all clerks now receiving Sixteen Dollars and Ten Cents (\$16.10), up to and including Twenty-two Dollars and Fifty Cents (\$22.50), Eight and Seventy-five Hundredths (8.75) Per Cent. All clerks receiving Twenty-two Dollars and Fifty-one Cents (\$22.51), up to and including Twenty-five Dollars (\$25.00), Four and Thirty-nine Hundredths (4.39) Per Cent. (C) Wages for permit help shall be at the rate of Fourteen Dollars (\$14.00) per week of Forty-eight (48) hours with the understanding that such permit clerks wages shall be increased to Seventeen Dollars and Fifty-one Cents (\$17.51) after having served for a period of Six (6) months in the employ of a given employer, with credit accruing for each month in which any time is worked. No clerk shall be called for less than one-half (½) days work. Four (4) consecutive hours shall constitute one-half (½) days work. Permit help shall have credit for all time accrued prior to May 1, 1939. No permit help shall work over Forty-eight (48) hours in any one week.

Section 12. It is hereby mutually agreed and understood that party of the first part shall not suffer any reduction of wages during the life of this agreement. Wages to be based on wages received as of May 1st, 1939.

Section 13. The party of the second part agrees to grant one (1) consecutive week's vacation with full pay and one week optional at employees expense to all employees having worked one year. Regular one-half time employees shall receive three consecutive working days vacation with full pay. All employees who by company rules are entitled to more than what this contract stipulates, shall not have same taken away from them nor any past privileges taken away.

Section 14. It is understood and agreed by both parties to this contract that no member of the R. C. I. P. A. shall be discriminated against or denied employment because of his or her activities in matters affecting the R. C. I. P. A.

Section 15. R. C. I. P. A., Local 575, of Centralia, Central City and Wamac, have jurisdiction over all employees, both male and female, who prepare for sale, sell or account for monies concurred from a retail sale. Example: stock clerks, sales clerks, cashiers, taking stock or inventory, assembling and window trimming.

Section 16. It is hereby understood and mutually agreed that no member of the R. C. I. P. A. will be laid off and another person employed in their place.

Section 17. Party of the second part further agrees that in the event of slack business conditions or dull seasons, should it become necessary to diminish their help by laying off any clerk or number of clerks, the older employed clerk shall have preference of employment over the new ones and the last clerk employed shall be the first laid off, and at no time shall a clerk employed be laid off and a new one employed to take his or her place, and under no circumstances shall a union clerk be laid off and another person be retained or employed.

It is also further agreed by both parties to this agreement that in the event any employee shall be discharged, laid off, or caused to become idle by the party of the second part and it is claimed that an injustice has been done, then an investigation shall be made at once in the following manner:

A jury of three members of the retail clerks' organization and three retail merchants of Centralia, and in the event of the above named jury fails to agree, then the International Officers of R. C. I. P. A., Local 575, shall be called in. The decision of this body of two committees and International representatives shall be final and binding. If it is proven that the employee has been done an injustice, the party of the second part shall at once replace the employee to their former position and pay him or her for all time lost at the rate of salary as being paid before being discharged, laid off or caused to become idle. This method of procedure shall apply to Section Seventeen (17) only.

Section 18. The party of the first part agrees to furnish to the party of the second part, in duplicate, forms to be used in such places of business as a working rule, a copy of this agreement, and the same shall be posted where it will be accessible to all parties concerned.

Section 19. This agreement shall remain in force until May 1, 1941. Should either party desire to alter, amend or annul this agreement, they shall give notice of thirty days before expiration. Should neither party do so, it shall renew itself for another year.

Section 20. There shall be no other contract between any individual or group of merchants and Local Union 575 of Centralia, Illinois.

BY LOCAL UNION 575, R. C. I. P. A.

MERCHANTS, CENTRALIA, ILLINOIS

President.

Sec'y and Treas.



U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

Clerks. #575
Centralia, Ill.
6-31-40

UNION AGREEMENTS

December 13, 1939

Mr. Dwight E. West, Sec'y
Retail Clerks' Int'l Protective Ass'n #575
R. R. #6
Centralia, Ill.

Dear Sir: For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the materials only for general analysis, which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Rubin

Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement

Retail Merchants

Ass'n.

(If more than one employer, please list on reverse side)

Number of companies covered by agreement

Approx. 80

Number of union members working under terms of agreement

200

Number of nonmembers working under terms of agreement

150

Branch of trade covered

Retail sales

Date signed

May 1st 1939

Date of expiration

June 31, 1940.

Please check here if you wish the agreement returned

in material

(Name of person furnishing information)

Dwight E. West

(Address)

637 W. Poplar